**GOVERNMENT OF KARNATAKA**

**BRUHATH BENGALURU MAHANAGARA PALIKE**

**West zone**

# REQUEST FOR PROPOSAL

# FOR

# PROVIDING CLEANING STAFF TO BBMP SCHOOLS AND COLLEGES OF WEST ZONE ON OUTSOURCED BASIS

- RFP No:

TABLE OF CONTENTS

**REQUEST FOR PROPOSAL (RFP) SCHEDULE. .**ERROR! BOOKMARK NOT DEFINED.

**SECTION I – LETTER OF INVITATION**

**SECTION II – INFORMATION TO SERVICE PROVIDER (ITC)**

1. Introduction
2. Clarification and Amendment of RFP Documents
3. Preparation of Proposal
   - *Technical Proposal*
   - *Financial Proposal*
4. Submission, Receipt, and Opening of Proposals
5. Proposal Evaluation
   - *General*
   - *Evaluation of Technical Proposals*
   - *Opening and Evaluation of proposals, Financial Proposals; Ranking*
6. Negotiations
7. Award of Contract
8. Confidentiality
9. Purchaser's right to vary Quantities at Time of Award
10. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders
11. Bidders will be debarred as per the KTPP act
12. Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority
13. Period of Validity of Tenders

**SECTION III – TECHNICAL PROPOSAL – STANDARD FORMS**

1. Technical Proposal Submission Form
2. Details of Service Provider
3. Service Provider/s references
4. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client
5. Format of Annual Turnover Statement
6. Format of Affidavit

**SECTION IV – FINANCIAL PROPOSAL – STANDARD FORMS**

1. Financial Proposal Submission Form

**SECTION V – TERMS OF REFERENCE (TOR)**

1. **Background**
2. **Concise Statement of Objectives**
3. **An Outline of the Tasks to be Carried Out (Scope of work)**

**SECTION VI – CONTRACT OF SERVICE PROVIDER'S SERVICES**

1. Form of Contract
2. General Conditions of Contract
   - *2.1. General Provisions*
   - *2.2. Commencement, Completion, Modification, and Termination of Contract*
   - *2.3. Obligations of the Service Provider*
   - *2.4. Service Provider' Personnel*
   - *2.5. Obligations of the Client*
   - *2.6. Payments to the Service Provider*
   - *2.7. Settlement of Disputes*
   - *2.8. Performance Security*
   - *2.9. Risk Clause*

Checklist for Documents to be submitted

## SECTION I – LETTER OF INVITATION

BRUHAT BANGALORE MAHANAGARA PALIKE

**No: EE/PW/TEND/17/2024-25**

Office of the Executive Engineer,
Project Division, West Zone,
Joint Commissioner (West) Office premises
2nd Floor, Sampige Road, Sheshadripuram,
Bangalore-560 020.

**Date : 13-03-2025**

INVITATION FOR SHORT TERM TENDERS (IFT)

(Two Cover System)

(SERVICE TENDER)

(Through KPPP Portal Only)

**The Executive Engineer (Project – West), BBMP, Bengaluru invites Bids on behalf of the Chief Commissioner, Bruhat Bangalore Mahanagara Palike for the following services from reputed Service Provider for the below work through e-procurement portal www.kppp.gov.in.**

| Sl No. | Name of Work | Estimate Amount in Rs. | EMD Amount in Rs. | Tender processing fee (Rupees) | TENURE |
|---|---|---|---|---|---|
| 1 | Providing Cleaning Staff to BBMP Schools and Colleges of West Zone on Outsourced basis. | 9554048/- | 191100/- | As per e-Procurement portal | 12 Months |

**Calendar of Events:**

| | | |
|---|---|---|
| 1. | Date of Commencement of Download of Document from e-Procurement website http://eproc.karnataka.gov.in: | From 15-03-2025 |
| 2. | Date and Time of Pre-bid Meeting : | On 17-03-2025 at 3:00 P.M. |
| 3. | Last Date and Time for uploading tenders in e-Procurement Portal : | On 28-03-2025 Upto 4:00 P.M. |

| | | |
|---|---|---|
| 4. | Date and Time of Opening Technical Bid | On 28-03-2025 @ 4:30 P.M. |
| 5. | Date and Time of Opening Technical Bid | On 01-04-2025 @ 4:30 P.M. (If possible) |

**The RFP is open to all Service Provider / Bidder / Participant in the e-procurement platform. The detailed RFP with the Bid document can be downloaded from the e-procurement portal.**

**A)** Request for Proposal (RFP) Document may be downloaded from the Government of Karnataka kppp Portal Website www.kppp.karnataka.gov.in under login for Service Provider / Bidder / Participant. After login to Service Provider / Bidder / Participant, please scroll down to the right side bottom to see List of Tenders, please click there to find the Details of Letter of Invitation and download copy of the RFP Document. The RFP Document can be downloaded in the Portal as per the prescribed Date and Time published in the Portal. Only interested Service Provider / Bidder / Participant who wish to participate shall remit online Transaction Fee for the RFP Document after registering in the Portal. The Transaction Fee is non-refundable.

**B)** Service Provider / Bidder / Participant can access RFP documents on the website, fill them and submit the completed RFP documents into electronic tender on the website http://eproc.karnatka.gov.in/ after submitting the EMD and tender processing fee in the form of e-payment. EMD of the unsuccessful bidders will be refunded only after issue of work order to successful bidder.

**C)** Pre-bid meeting will be held in the office of the Executive Engineer, Project-West, Joint Commissioner (West) Office premises, 2nd Floor, Sampige Road, Sheshadripuram, Bangalore 560020, Bidder should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered. Also all scanned copies should be visible and should have clarity.

**D)** Any effort by the bidder to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the Service Provider / Bidder / Participants bid.

**E)** A successful bidder will have to execute an agreement with Executive Engineer, (Project-West), BBMP Bangalore within 15 days upon receipt of intimation along with performance Security as per contract price in form of Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Bengaluru. The bidder shall supply the man power with all earnestness within seven days from the date of issue of work order, failing in such cases the performance security will be forfeited by presuming that he is not interested in the work and action will be taken to get the work executed through alternate agency.

**F)** The Bruhat Bangalore Mahanagara Palike, Bangalore reserves the right to accept / reject any or all tenders without assigning any reasons.

**G)** Corrigendum/ modifications / corrections, if any, will be published in the website only.

**H) Further details of work can be obtained in the office of the the Executive Engineer, Project-West, Joint Commissioner (West) Office premises, 2nd Floor, Sampige Road, Sheshadripuram, Bangalore-560 020 on all working days between 3:30 pm - 5:30 pm.**

**I) GOK e-Procurement portal http://eproc.karnataka.gov.in for registration and e-payment details contact e-Procurement Helpdesk at 080-8022631200, 080- 8046010000.**

**Sd/-**
**Executive Engineer**
**Project-West**
**BBMP, Bengaluru-560020**

**Copy Submitted to:**

1. Personnel Secretary Hon'ble Administrator to bring into the notice of Hon'ble Administrator.
2. Personnel Asst. to Hon'ble Chief Comm. to bring into the notice of Hon'ble Chief Commissioner.
3. Special Commissioner (Projects/ Additional Commissioner (Projects)., BBMP.
4. Copy submitted to the Addl. Commissioner (Finance) & Tender bulletin officer, BBMP for requesting1 to publish the tender notification in tender bulletin.
5. Copy submitted to the Joint Commissioner (West) for kind information.
6. Copy submitted to the Engineer-In-Chief for kind information.
7. Copy submitted to the Chief Engineer (West) for kind information.
8. Copy submitted to the Supt. Engineer (West) for kind information.
9. Copy submitted to Chief Auditor / Chief Account officer for kind information
10. Copy submitted to A.C.F (West) for information.
11. Copy to All Executive Engineer's, BBMP for information.
12. Copy to Executive Engineer No.1 & 2 Building Division, Bangalore Division for information.
13. Copy to Acct. Suptd. / Cashier of Division office for Necessary Action.
14. Copy to IT Advisor with Soft copy for needful action to place in the BBMP website.
15. Copy to Store Keeper/ Records Section, Mayo Hall, Bangalore for information and need full action.
16. Copy to Assistant Executive Engineer (Project-west).
17. Notice Board / Office Copy

**Executive Engineer**
**Project-West**
**BBMP, Bengaluru**

**BRUHATH BENGALURU MAHANAGARA PALIKE**

Dear Service Providers,

1. Executive Engineer, Project (West), BBMPinvites Proposals under e-Procurement (Two cover system) for providing cleaning staff toWestzone BBMP Schools and colleges on outsourced basis for a period of 12 months. More details on the Services are provided in the Terms of Reference.
2. The RFP is open to all service providers registered in India.
3. The service providers will be selected under Least CostSelection (LCS) and procedures described in this RFP.
4. The RFP includes the following documents:
   4.1. Section 1 - Letter of Invitation
   4.2. Section 2 - Information to Service Provider
   4.3. Section 3 - Technical Proposal - Standard Forms
   4.4. Section 4 - Financial Proposal - Standard Forms
   4.5. Section 5 - Terms of Reference
   4.6. Section 6 - Standard Form of Contract.
5. The Financial Proposal of the Service Providers who are technically qualified/responsive will only be opened through e-procurement portal.

Yours sincerely,

Executive Engineer,

Project (West), BBMP

## SECTION II – INFORMATION TO SERVICE PROVIDER (ITC)

### 1. Introduction

1.1. Executive Engineer, Project (West), BBMP invites Proposals under kppp Portal (two cover system) for Providing Cleaning staffs to West zone BBMP Schools and colleges on outsourced basis for a period of 12 months. More details on the Services are provided in the Terms of Reference. The RFP is open to all service providers registered in India. The service providers will be selected under Least Cost Selection (LCS) and procedures described in this RFP.

1.2. The Service Provider must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Service Provider are encouraged to pay a visit to the location before submitting a Proposal, and to attend a pre-proposal conference as per the RFP schedule. Attending the pre-proposal conference is optional.

1.3. Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and the Client is not bound to accept any of the Proposals submitted.

1.4. It is GOK's policy which require that Service Provider observes the highest standard of ethics during the execution of contracts. In pursuance of this policy, the GOK:

1.4.1. defines, for the purposes of this provision, the terms set forth below as follows:

1.4.1.1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

1.4.1.2. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

1.4.2. Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

1.4.3. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

1.4.4. Will have the right to require that, GOK to inspect Service Provider's accounts and records relating to the performance of

the contract and to have them audited by auditors appointed by GOK.

1.5. Service Provider shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para.

1.6. Service Provider shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated above and GCC.

1.7. Earnest Money deposit or Bid security

1.7.1. The Service Provider shall furnish Bid Security.

1.7.2. The Bid Security shall be paid in the E-Procurement Portal using any of the following payment modes:

a) Credit Card

b) Direct Debit

c) National Electronic Funds Transfer (NEFT)

d) Over the Counter (OTC). The OTC payment facility shall be available at designated ICICI bank branches for making payments from the dates of notification of IFB.

1.7.3. Confirmation of the receipt of the Bid processing fee and Bid Security in Government of Karnataka central pool A/c held at ICICI Bank shall be verified. If an acceptable Bid Security is not received then the e-Procurement portal will not allow the bidder to submit its bid.

1.7.4. The Bid Security of unsuccessful Bidders will be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security.

1.7.5. The Bid Security may be forfeited:

a) if a Bidder

i) withdraws its bid during the period of bid validity specified by the Bidder on the Technical Bid Submission Form and extension of bid validity thereof;

b) if the successful Bidder fails to:

i) sign the Contract;

ii) Furnish a Performance Security.

1.7.6. EMD is not Exempted for MSME/SSI as per govt order FD/295/exp/12/2019 Dt 26/03/2019.

## 2. Clarification and Amendment of RFP Documents

2.1. Clarifications on the RFP may be uploaded online in Kppp portal as per the RFP Schedule. Only Online Queries through Kppp portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.

2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a firm, modify the RFP documents by amendment. Any amendment shall be issued in writing as addendum/corrigendum. Addendum/corrigendum will be uploaded in the e-Portal only. The Client may at its discretion extend the deadline for the submission of Proposals.

## 3. Preparation of Proposal

3.1. Service Provider are requested to submit a Proposal written in the English language.

### Technical Proposal

3.2. In preparing the Technical Proposal, Service Provider are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3. While preparing the Technical Proposal, Service Provider must give particular attention to the following:

3.3.1. Service Provider Should not associate with the other Service Providers for this Assignment.

3.3.2. The estimated number of staff required for a period of 12 months, , are as follows:

| **Sl.** | **Position** | **Numbers** |
|---|---|---|
| 1. | Cleaning staff | 36 |
| | Note: AS per the Government of Karnataka order number CS/137/AES/2022 dated 19/05/2022, 33% of the total staff seats should be reserved for women candidates. | |

3.3.3. Deleted.

3.3.4. Deleted.

3.4. The Technical Proposal should contain following documents, bidders should upload all the documents which is mandatory to continue for considering technical evaluation:

| | |
|---|---|
| 1. | Earnest Money Deposit (EMD) Rs. **191100** |
| 2. | GST registration certificate. |
| 3. | EPF registration certificate. |
| 4. | ESI registration certificate. |
| 5. | ISO Certificate |
| 6. | Trade License |
| 7. | Professional Tax Certificate |
| 8. | Welfare Registrationof the three financial years, i.e., 2021-22, 2022-23 & 2023-24 |

| | |
|---|---|
| 9. | GST returns, ESI, EPF paid challans with ECR Nos of 43 staff for one year 2021-22, 2022-23 & 2023-24 |
| 10. | Salary paid details of 43cleaning staff List (Account statement) for one year 2021-22, 2022-23 & 2023-24 |
| 11. | Labour Department registration certificate. |
| 12. | Private Security Agencies (Regulation) Act (PSARA) license registration certificate. |
| 13. | Annual Turnover statement of three years 2020-21, 2021-22& 2022-23. certified by Chartered Accountant, bidder should meet one time the estimated value i.e., Rs. **9554048** |
| 14. | Audited Balance Sheet 2021-22, 2022-23& 2023-24 |
| 15. | Audited Profit & Loss Statement 2021-22, 2022-23 & 2023-24 |
| 16. | Affidavit as per format enclosed. |
| 17. | Previous work Orders for providing 43 cleaning staff of the three financial years, i.e., 2021-22, 2022-23 & 2023-24 |
| 18. | Satisfactory Performance Certificate / Letter for providing 43 cleaning staff in any of the three financial years, i.e., 2021-22, 2022-23 & 2023-24 |
| 19. | If both counted 2% service charges to tender preference will given to the tender whose has satisfactorily provided cleaning staffs to Schools and colleges or any educational institution. |
| 20. | Technical Proposal Submission Form |
| 21. | Details of Service Provider |
| 22. | Banker’s Certificate 30% of tender Amount |
| 23. | TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE |
| 24. | Original/notarized documents to be submitted for verification, verification date will be intimated. |

3.5. The Technical Proposal shall not include any financial information.

## Financial Proposal

3.6. The salary to the staff, ESI, EPF is as per the labour department government of Karnataka as detailed below:

| **Sl. No.** | **Name** | **Salary per Month as 23-24 revised (Basic: 17306.52+ VDA: 1542.00)** | **Employer Contribution (BBMP)** | | **Sub Total(4+5)** | **Employee Contribution** | | **Sub Total(7 +8)** |
|---|---|---|---|---|---|---|---|---|
| | | | **ESI: 3.25%** | **PF 13%** | | **ESI: 0.75%** | **PF: 12%** | |

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|
| 1 | Cleaning Staff | 15907.75 | 517.00 | 1950.00 | 2467.00 | 119.31 | 1800.00 | 1919.31 |

| Total Salary per Month (3+6) | Take home Salary per month per personnel (10-9-6) | Service Charges (Minimum 2%) (10*2%) | Total (10+12) | GST 18% | Grand Total including GST per Month per person | Total Cleaning Staffs | Total Value per month (15*16) | Total Value per year (17*12 months) | Remarks |
|---|---|---|---|---|---|---|---|---|---|
| 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 18374.75 | 13988.44 | 367.50 | 18742.25 | 3373.60 | 22115.85 | 36 | 796170.65 | 95,54,047.79 | Grand Total with GST |

**Note:**

**Minimum 2% service charges is fixed. If bidder quote less than 2% those financial offer will be rejected.**

**If multiple bidders quote same service charges, then in the presence of all the qualified bidders, lottery method will be followed to finalize the L1 bidder, this will be final and binding.**

**The Proposals must remain valid for 90 days after the submission date, during this period; the Service provider is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Service Provider who do not agree have the right not to extend the validity of their proposals.**

**Submission, Receipt, and Opening of Proposals**

**The proposal shall be uploaded online in the eProcurement portal http://eproc.karnataka.gov.in. The bidder shall upload the proposals in the eProcurement Portal on or before the due date and time specified in the RFP Schedule.**

**The Technical Bids will be opened online in the eProcurement portal on the date and time as specified in the RFP Schedule. The Financial Proposal shall remain encrypted in the eProcurement portal.**

**Proposal Evaluation**

**General**

**From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the RFP. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service Provider's proposal.**

**Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.**

**Evaluation of Technical Proposals**

**The evaluation committee appointed by the Client, evaluates the proposals on** the basis of point system specified below. Each responsive proposal will be given a

technical score ($S_t$). A proposal shall be rejected at this stage if it fails to achieve the minimum technical score 100.

| Sl.no | **Documents** | **Points** |
|---|---|---|
| 1. | Earnest Money Deposit (EMD) Rs. **191100** | 100 |
| 2. | GST registration certificate. | |
| 3. | EPF registration certificate. | |
| 4. | ESI registration certificate. | |
| 5. | ISO Certificate | |
| 6. | Trade License | |
| 7. | Professional Tax Certificate | |
| 8. | Welfare Registrationof the three financial years, i.e., 2021-22, 2022-23 & 2023-24 | |
| 9. | GST returns, ESI, EPF paid challans with ECR Nos of 43 staff for one year 2021-22, 2022-23 & 2023-24 | |
| 10. | Salary paid details of 43cleaning staff List (Account statement) for one year 2021-22, 2022-23 & 2023-24 | |
| 11. | Labour Department registration certificate. | |
| 12. | Private Security Agencies (Regulation) Act (PSARA) license registration certificate. | |
| 13. | Annual Turnover statement of three years 2020-21, 2021-22& 2022-23. certified by Chartered Accountant, bidder should meet one time the estimated value i.e., Rs. **9554048** | |
| 14. | Audited Balance Sheet 2021-22, 2022-23& 2023-24 | |
| 15. | Audited Profit & Loss Statement 2021-22, 2022-23 & 2023-24 | |
| 16. | Affidavit as per format enclosed. | |
| 17. | Previous work Orders for providing 43 cleaning staff of the three financial years, i.e., 2021-22, 2022-23 & 2023-24 | |
| 18. | Satisfactory Performance Certificate / Letter for providing 43 cleaning staff in any of the three financial years, i.e., 2021-22, 2022-23 & 2023-24 | |
| 19. | If both counted 2% service charges to tender preference will given to the tender | |

| | | |
|---|---|---|
| | whose has satisfactorily provided cleaning staffs to Schools and colleges or any educational institution. | |
| 20. | Technical Proposal Submission Form | |
| 21. | Details of Service Provider | |
| 22. | Banker's Certificate 30% of tender Amount | |
| 23. | TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE | |
| 24. | Original/notarized documents to be submitted for verification, verification date will be intimated. | |

a) The minimum technical score required to pass is: **100 points.**

b) If bidder fails to upload any of these documents bid will be rejected.

c) If Bidder fails to upload the documents as per the evaluation criteria, then zero points will be allocated.

d) All documents to be uploaded on KPPP portal only and physical submission of documents at a later date or on verification day will not be entertained

**Opening and Evaluation of proposals, Financial Proposals; Ranking**

3.7. After the technical evaluation is completed, the Client shall mark the proposals in e-Procurement Portal, which did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, as rejected. The Client shall open those financial bids in the e-Procurement portal, who have secured the minimum qualifying mark in the technical evaluation.

3.8. The financial bids shall be opened online in the e-Procurement portal.

3.9. The Client will select the bidder who has quoted lowest service charge per person.

3.10. If multiple bidders quotes same service charges, then in the presence of all the qualified bidders, lottery method will be followed to finalize the L1 bidder, this will be final and binding..

3.11. The selected Service Provider will be invited for negotiations if required.

3.12. The bidder should pay and ensure that minimum wages as per labour act is paid to its employees. The ESI, PF and Bank transfer details of its employees should be provided.

3.13. The evaluation committee will determine whether the Financial Proposals are complete, correct any computational errors.

## 4. Negotiations

4.1. Negotiations will be held at the address indicated in the RFP schedule. The aim is to reach agreement on all points and sign a contract.

4.2. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

4.3. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Service Provider will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

## 5. Award of Contract

5.1. The contract will be awarded following negotiations. After negotiations are completed, the Client will notify other Service Provider on the shortlist that they were unsuccessful,in the E-Portal only and return the Financial Proposals /EMD if any of those Service Provider who did not pass the technical evaluation.

5.2. The tentative date of Assignment isfrom May 2025.

5.3. Within fifteen(15) days of receipt of Notification of Award, the successful bidder shall submit the Details of Staff deputing of all the manpower proposed for deployment at the Client’s locations. The Client shall review the details of all the manpower proposed by the successful bidder. The successful bidder shall post the manpower at site only after receiving approval of the Client. Once manpower is

approved by client, the said resources may start the work. However, in case of any unsatisfactory performance by an resource at any point of time during the period of the contract, the client may ask for replacement and the successful bidder shall provide the replacement within 7 days. No reasons are mandatory from client end and the associated cost of replacement shall not be borne by the client. Any failure in replacement on compliance may lead to action as per the agreement.

5.4. Within fifteen (15) days of the receipt of notification of award from the Client, the successful Bidder shall furnish the Performance Security (5% of Tender amount or as per current KTTP Act). The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders through E-procurement.

5.5. Failure of the successful Bidder (L1) to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder (L2) if it matches Successful bidder rates, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

5.6. If there is any typographic error of the bid amount mentioned between words and figures the lower figure among the two will be considered as bid amount

## 6. Confidentiality

6.1. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted the proposals or to other persons not officially concerned with the process, until the winning Service Provider has been notified that it has been awarded the contract.

## 7. Purchaser's right to vary Quantities at Time of Award

9.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 % of the quantity, manpower requirement in this case, without any change in unit price or other terms and conditions.

## 8. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

10.1The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers

## 9. Bidders will be debarred as per the KTPP act.

## 10. Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.

## 11. Period of Validity of Tenders

13.1Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

## SECTION III – TECHNICAL PROPOSAL – STANDARD FORMS

### 1. Technical Proposal Submission Form

*[To be submitted on company letter head]*

Date: ..../..../.....

To,

JC west,

Dear Sir/Madam,

**RFP Ref. No.**

**Subject: Technical Proposal for .....**

We, the undersigned, offer toprovide ---------- to BBMP Schools and colleges on outsourced basis, for the above in accordance with your Request for Proposal vide no. ..... dated ..../..../..... We are hereby submitting our Proposal which includes this Technical Proposal and a Financial Proposal.

If negotiations are held during the period of validity90 days of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

| | |
|---|---|
| Authorized Signature: | |
| Name: | |

| | |
|---|---|
| Title: | |
| Company Seal: | |

## 2. Details of Service Provider'

| Sl. | Particulars | Details | | | | |
|---|---|---|---|---|---|---|
| 1. | Company Name | | | | | |
| 2. | Address of Registered Office | | | | | |
| 3. | Contact Details | Landline | | | | |
| | | Mobile | | | | |
| | | Fax | | | | |
| | | Email | | | | |
| 4. | Director / CEO details | Name | | | | |
| | | Landline | | | | |
| | | Mobile | | | | |
| | | Fax | | | | |
| | | Email | | | | |
| 5. | Authorized Signatory for this RFP | Name | | | | |
| | | Landline | | | | |
| | | Mobile | | | | |
| | | Fax | | | | |
| | | Email | | | | |
| | | [Bidder should submit ***Power of Attorney*** authorizing to submit proposal and to represent the company for this RFP] | | | | |
| 6. | Branch Offices | Sl. | City | State | Address | Landline |
| | | 1. | | | | |
| | | 2. | | | | |
| 7. | Total Number of Staff Employed on bid submission date | Sl. | Designation | | No of Staff Employed | |
| | | 1. | | | | |
| | | 2. | | | | |
| | | | Total | | | |

| | |
|---|---|
| Authorized Signature: | |
| Name: | |
| Title: | |
| Company Seal: | |

## 3. Service Provider/s references

*[Relevant Services Carried Out in the Last three Years that Best Illustrate Qualifications]*

Using the format below, provide information on each reference assignment for which your firm/company was legally contracted.

| **Sl.** | **Particulars** | **Details** | | | |
|---|---|---|---|---|---|
| 1. | Assignment Name | | | | |
| 2. | Client Name | | | | |
| 3. | Client Address | | | | |
| 4. | Client Contact Details | **Name** | **Designation** | **Mobile** | **Email** |
| | | | | | |
| | | | | | |
| 5. | Contract Start Date | | | | |
| 6. | Contract Completion Date | | | | |
| 7. | Contract Period | | | | |

| | |
|---|---|
| Authorized Signature: | |
| Name: | |
| Title: | |
| Company Seal: | |

## 4. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client

| Sl. | Particulars | Comments and Suggestions |
|---|---|---|
| 1. | Terms of Reference | |
| 2. | Data, services & facilities to be provided by the client | |

| | |
|---|---|
| Authorized Signature: | |
| Name: | |
| Title: | |
| Company Seal: | |

## 5. Format of Annual Turnover Statement

*[To be printed on letter head of Chartered Accountant.]*

*[Should be duly signed and certified by Chartered Accountant]*

The Annual Turnover of M/s _____ during the past three years is given below.

| **Sl.** | **Financial Year** | **Turnover (in Crores)** |
|---|---|---|
| 1. | 2021-22 | |
| 2. | 2022-23 | |
| 3. | 2023-24 | |

We certify that the above turnover statement is true and correct.

| | |
|---|---|
| Signature of Chartered Accountant | |
| Seal of Chartered Accountant | |
| Registration Number | |
| Name of Chartered Accountant | |
| UDIN | |
| Date | |
| Place | |

## 6. Format of Affidavit

*[To be submitted by bidder's authorized person on Stamp Paper of Rs. 200/-]*

*[The affidavit shall be notarized]*

AFFIDAVIT

This affidavit is executed by M/s …….. on day ____, Year ____, having its registered office at ……. ……..for the Request for Proposal of BRUHATH BENGALURU MAHANAGARA PALIKE for …….. vide reference no. ……..dated …./…./……..

We / I hereby declare and undertake on oath as follows:

1. We / I that all the information, documents, testimonials, certificates, curriculum vitae, etc., submitted by us for the above-mentionedproposal are all correct and genuine.
2. We / I declare that the Purchase Order, Invoices, Certifications, proof of payment, Certificates, etc. submitted by us are correct and genuine.
3. We / I declare that our firm / company M/s. …….. is not blacklisted or de-registered by any Government / Quasi Government / other organization.
4. We / I declare that we / I will not default in the submission of Tax Deducted at Source (TDS), Provident Fund, ESI, etc.
5. We / I declare that we / I will not violate any of the provisions of the Indian Labour Law.
6. We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then We / I shall be blacklisted by BRUHATH BENGALURU MAHANAGARA PALIKEfor the period of five years.

Identified by me:

Deponent

Advocate

Name:

Title:

Company:

Date:

Place:

## SECTION IV – FINANCIAL PROPOSAL – STANDARD FORMS

### 1. Financial Proposal Submission Form

(Not Used)

**Note:should be quoted in the Eprocurement portal only.**

## SECTION V – TERMS OF REFERENCE (TOR)

# 1. Background

The RFP is being published for the outsourcing of cleaning staff to the BBMP Schools and colleges of west zone.

## WEST SCHOOLS AND COLLEGES

| Sl. No | Schools Names | Students Strength | No Of Required Housekeeping Staff |
|---|---|---|---|
| **1.** | BBMP High School and Pu College Byraveswaranagara | 979 | 04 |
| **2.** | BBMP Girls High School and Pu College Bannappapark | 151 | 02 |
| **3.** | BBMP High School and Pu College Chamarajpet | 331 | 02 |
| **4.** | BBMP Primary School Cottonpet | 266 | 02 |
| **5.** | BBMP High School, Pu College and Degree College Kasturibanagara | 1223 | 03 |
| **6.** | BBMP Primary and High School Kondandaramapura | 363 | 02 |
| **7.** | BBMP High School, Pu College and Degree College Magadi Road | 696 | 03 |
| **8.** | BBMP Primary and High School Marrapanpalya | 188 | 02 |
| **9.** | BBMP Girls High School PU College Padarayanapura | 656 | 03 |
| **10.** | BBMP Girls High School and PU College Sriramapura | 727 | 02 |
| **11.** | BBMP High School Gandhinagar | 87 | 01 |
| **12.** | BBMP High School Shakthi Ganapathi Nagara | 531 | 02 |
| **13.** | BBMP Primary School Akkipete | 83 | 01 |
| **14.** | BBMP Primary School Govindaraju nagar | 81 | 01 |
| **15.** | BBMP Primary School Maruthi Mandira | 593 | 03 |
| **16.** | BBMP Primary School Panchasila nagar | 617 | 02 |
| **17.** | BBMP PU College Kaveripura | 200 | 01 |
| **TOTAL** | | | **36** |

## 2. Concise Statement of Objectives

This RFP is being published to appoint the service provider to provide cleaning staffs for the West zone BBMP schools and colleges fora period of 12 months.

## 3. An Outline of the Tasks to be Carried Out (Scope of work)

1. The Service Provider shall be responsible for providing the requested number of personnel.
2. The selected service provider should give preference to appoint the children's of pourakarmika of BBMP who are will to work as cleaning staff at BBMP Schools and colleges. The Age shall not be below 21 years and should be below 60 years or as per current norms.
3. The personnel shall perform the duty assigned to them from time to time.
4. The personnel shall take utmost care in the use and handling of equipment, that they are required to use in the discharge of their duties and responsibilities.
5. The personnel shall not indulge in any corrupt practices in discharge of their duties and responsibilities.
6. The personnel deployed by the service provider shall be eligible for leaves as per Labour Department.
7. The personnel deployed by the Service provider shall conduct themselves with dignity and maintain the decorum of the institutions where they are posted. They must discharge their duties in a professional manner.
8. Cleaning Service: The aim and objective is to provide a high level of a clean, hygienic and presentable look to the entire area. Pre designated supervisors of the contractor will supervise the awarded work. The Service provider has to ensure that the staff deployed is dressed in neat and clean uniform, with personal protective equipment's approved by the BBMP. Officials of BBMP will monitor the entire work and staff deployed by the selected tenderers.
9. Daily Services: cleaning services should be done daily from Monday to Saturday at regular intervals, so that the areas covered under the contract remain spic and span all the time, working hours should be adjusted in such a manner that cleaning work in the morning should be completed well before 8.30 A.M.:

i. Cleaning, dusting, mopping with disinfectant of floors, walls and ceilings, from the entire area covered under the contract.

ii. Removal of General waste, Bio medical waste and any other garbage etc. and disposing off all the collecting refuse at designated site on daily basis.

iii. Dusting of all doors and windows, furniture's, fans, air conditioner vents, overhead light fixtures, projectors, firefighting equipment, nameplates, doormats lockers, equipment's, accessories etc. and cleaning of all window glasses and grills.

iv. Cleaning and disinfecting all vitreous fixtures including toilets, bowls,

urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles.

v. Placing garbage bags in all garbage bins to avoid stains and stinks and clear them on daily basis.

vi. Check and remove dust, dirt or any such object from anywhere in area covered under the contract.

vii. Cleaning of all open areas between the building and including sweeping of roads, lawns, paths, cleaning open drains etc. as directed by the BBMP officials in charge.

10. Waste Disposable Management: The contractual cleaning staff will ensure segregation of dry and wet garbage in the earmarked area. The contractual Cleaning staff will also ensure segregation of Biodegradable and non-Biodegradable garbage. The cleaning staff have to be updated with the rules of Bio medical waste 2016 Amendments on segregation and handling of BMW. All statutory rules and regulations and legal requirements are to be followed at each stage.

11. Weekly Services: -

The deep cleaning of the entire area will be done by the contractual Cleaning staff once a week as under:-

- Dusting of entire area including windows / windowpanes / doors / ledges, etc.
- Thorough cleaning / sweeping / washing / mopping with disinfectant cleaners of all floors, staircases and toilets etc. Scrubbing of all floors and ceramic tiles base. Cleaning of ceiling and high walls, removal of wash stains on walls, cleaning of roofs, porches etc.
- Cleaning of sanitary fittings, toilets drain pipes etc. in the toilets with standard cleaning material.
- Cleaning of all windows glasses and grills with detergents / cleaning agents.
- Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.
- The service provider will make a cleaning programme to the concerned official / in charge.
- The service provider will provide the duty register to BBMP as required.

12. Cleaning services Monitoring and Control

For better management and smooth services, the following monitoring mechanism will be adopted by the service provider.

Toilets Checklist: This is to be attached on the back of the toilet door. It is to be filled up by the service provider supervising staff on weekly basis.

- Management / Cleaning staff Service Requirements / Complaints Report

This is to be filled up by the management and administrative staff of the

Service provider who receive / observe the complaints / requirements for any of the services. All suggestion, complaints related to services or staff deployed by the Service provider will be registered and reported to Principal. The Service provider will take immediate action to resolve the same failing which the penalty clause will be invoked.

- Cleaning Services Complaint Register

This register is to be maintained by the service provider for BBMP through the inspection of the site, material on site, attendance sheet of the staff, weekly report, client letter / fax / email, verbal complaints etc. and necessary action is to be taken.

13. The Service Provider shall produce the list of personnel deployed with the details like full name, address proof, photo proof, age proof and also get the credentials (character and antecedents) of the personnel verified by the police and obtain reports thereof.

14. The persons so deployed shall not be below 21 years and should be below 60 years. They will perform their duties to the satisfaction of the Employer. The Service Provider or his representative will report at least once in a week to the Employer for co-ordination.

15. In case of leave and unauthorized absence of any of the personnel, the Service Provider shall take immediate steps for replacement to ensure the cleaning work of schools and colleges.

16. The Service Provider will be responsible to ensure maintenance of Office decorum and discipline by the personnel provided by him. In case of persistent misbehavior of any of the personnel, the Service Provider shall provide a replacement on receipt of complaint by the Employer.

17. Senior Officer of the Service Provider should visit the Office of the Employer at least once in a month and check the working of their personnel.

18. The personnel employed by the Service Provider will be in the employment of the Service Provider only. They will not have any claim what so ever in case of filling of regular posts, if any, by BBMP.

19. If personnel provided by the Service Provider are found to be indulging in any undesirable or unfair activities in the Office premises, the Service Provider will solely be responsible for all the consequences, apart from, liberty of the employer to lodge a complaint before appropriate authorities.

20. The personnel deployed by the Service Provider shall be covered as per applicable Act and Rules under the ESI, PF, Gratuity and Bonus. (No Bonus will be applicable)

21. The Service Provider shall extend all benefits including leave accruing to them under the various applicable Labour Laws.

22. The Service Provider shall comply with all the requirements of the various applicable law, Acts and Rules and shall obtain

required licenses, permissions, and maintain all the registers and documents as required by law and also submit periodical returns as required to the appropriate Authorities with a copy to the Employer for record. It is also his responsibility to ensure compliance of any requirement as may be prescribed by the Employer. The Service Provider shall be solely responsible for any damages, fines or other action due to failure or lapses of any of the personnel deployed by the service provider.

23. The service provider should provide uniforms to the personnel deployed.
24. The Service Provider should pay the personnel at the rates as may be notified by the Employer from time to time. This amount would be paid to the personnel by the way of RTGS to the personnel's account directly. The service provider must provide the details of the SB account of all the cleaning staff, the account should be in the personnel name only (on the basis of attendance communicated by the Employer) after deducting the employee's contribution of PF, ESI as prescribed by the Government from time to time. The payment to the personnel should be made within 5th day of the next month for which the payment is due without waiting for the payment of his invoice to the Employer.
25. The Service Provider shall deposit the Employer's contribution of PF and ESI as prescribed by the Government from time to time in the accounts of the personnel through banks and the challans of the same pertaining to the personnel deployed to BBMP through this tender should be compulsorily submitted along with the bills to the appropriate authorities within statutorily prescribed period without waiting for the payment of his invoice to the Employer.
26. The Service Provider shall submit his invoice for the previous month before the 10th of the next month. The invoice shall give the following details:

i. Salary paid for the personnel based on attendance (computed at the rates as may be notified by the Employer from time to time per month), the employee's contribution of PF and ESI supported by attendance sheet;

ii. Employee's contribution of PF and ESI supported with proof of having deposited the same with the appropriate authorities;

iii. Service Provider's fees computed on the total of 1 to 2 above;

iv. Invoice should be accompanied by PF & ESI challans of the previous month. Remittance should match with the deductions made in the bill.

27. Incomplete invoices and those not supported by stipulated documents will be returned for compliance before payment. The Service Provider shall be solely responsible for the delay. Any delay in payment of the invoice provided by the Service Provider shall not be an excuse for making delayed payment to the staff regularly by the stipulated dates. The Service Provider should have ample financial resources to meet such exigency for a period of at

least three months. The payment to the personnel would be made by RTGS directly to personnel deployed accounts only.

28. After disbursement of the staff salary through RTGS the bills should be submitted for payment failing which notice will issued. After three notices the tender will be terminated automatically and service provider will be blacklisted.

29. The Annual Statement of Accounts in respect of ESI & PF issued by the concerned Head of the organization shall be furnished to each of the personnel with copy to the Employer.

30. The Service Provider who is entrusted with the task of providing personnel will be solely responsible for performance of the duty entrusted to the personnel. If the services rendered are found to be unsatisfactory, even after issue of notices/warnings to that effect, or if the Service Provider does not follow the Terms and Conditions of this Contract, notice will be issued. After three notices the tender will be terminated automatically and service provider will be blacklisted. Employer decision would be final and binding.

31. Violation of any of the above terms and conditions by the service provider results in termination of contract or forfeiture of performance security or both.

32. The bills of every month should be submitted along with the amount paid through RTGS to the cleaning staffs with the copy of RTGS, ECR challans of ESI/PF paid for the month(should submit Pehchan card of ESIC along with ECR challan for the first bill), Form Q along with the first bill, Form T along with every bill, wage slip to the employee as per minimum wages act section 18(3), to the Education department head office to prepare the DC bill.
33. TRN and CRN of PF should submit along with the monthly bill (TRN and CRN should match).
34. Bills should be raised as per Labour act (National and festival holidays, leaves).
35. The Service Provider shall comply with all the requirements of the various applicable law, Acts and Rules and shall obtain required licenses, permissions, and maintain all the registers and documents as required by law and also submit periodical returns as required to the appropriate Authorities with a copy to the Employer for record. It is also his responsibility to ensure compliance of any requirement as may be prescribed by the Employer. The Service Provider shall be solely responsible for any damages, fines or other action due to failure or lapses of any of the personnel deployed by the service provider.
36. Non-disbursement of salary to the staff before 5th of the month due; will attract a penalty of 2% of the total bill amount submitted for payment.
37. Attendance of personnel should be maintained by the service provider. The service provider should submit the attendance

of personnel along with the monthly bill, the attendance submitted by the service provider should be verified by the concerned Administrative medical officer of the concerned hospital.

38. Required Cleaning Materials for cleaning will be provided by the BBMP.

## SECTION VI – CONTRACT OF SERVICE PROVIDER'S SERVICES

### 1. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the …… day of the month of ……., 2023, **BETWEEN**on the one hand, ……. (Hereinafter called the "Client") **AND**on the other hand, ……. (Hereinafter called the "Service Provider").

WHEREAS

A. the Client has requested the Service Provider to provide certain services as defined in the RFP document, GCC (General Conditions of Contract attached to this Contract (hereinafter called the "Services");

B. the Service Provider, having represented to the Client that they have the required professional skills, and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1) The following documents attached hereto shall be deemed to form an integral part of this Contract:

   a) The General Conditions of Contract (hereinafter called "GC");

   b) The Special Conditions of contract (hereinafter called "SC");

   c) RFP document

   d) Terms of reference

2) The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:

   a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

b) the Client shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND BEHALF OF

BRUHATH BENGALURU MAHANAGARA PALIKE

By, JC West

FOR AND BEHALF OF

[Name of Service Provider]

By [Authorized Signatory]

# 2. General Conditions of Contract

## 2.1. General Provisions

### 2.1.1. Definitions

1) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
   a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
   b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
   c) “Effective Date” means the date on which this Contract comes into force.
   d) “Contract Price” means the price to be paid for the performance of the Services;
   e) "GCC" means these General Conditions of Contract;
   f) "Government" means the Government of Karnataka;
   g) "Local currency" means Indian National Rupee;
   h) "Party" means the Client or the Service Provider, as the case may be, and Parties means both of them;
   i) "Cleaning staffs" means persons hired by the Service Provider or by any Sub-Service Provider as employees and assigned to the performance of the Services.
   j) "SCC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
   k) "Services" means the work to be performed by the Service Provider pursuant to this Contract as described in TOR; and
   l) ‘Third party” means any person or entity other than the Government, the Client, the Service Provider.

#### 2.1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

#### 2.1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### 2.1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail specified in this RFP.

#### 2.1.5. Location

The Services shall be performed at such locations as are specified in the RFP.

#### 2.1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the RFP.

#### 2.1.7. Taxes and Duties

The Service Provider shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

It is the responsibility of the Service Provider to strictly abide by the Indian Labour Laws and Acts, including but not limited to payment of TDS, PF, ESI, Service Tax to the Government.

### 2.2. Commencement, Completion, Modification, and Termination of Contract

#### 2.2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties.

#### 2.2.2. Commencement of Services

The Service Provider shall begin carrying out the Services within fifteen (15) days after the date the Contract becomes effective.

#### 2.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.2.7, this Contract shall terminate at the end of 12 months.

#### 2.2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties or as instructed by BBMP.

#### 2.2.5. Force Majeure

**1) Definition**

a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2) No Breach of Contract**

a) The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**3) Extension of Time**

a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**4) Payments**

a) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

### 2.2.6. Suspension

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

### 2.2.7. Termination

**1) By the Client**

a) The Client may terminate this Contract, by not less than sixty (60) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (b) through (e) of this Clause 2.2.7 (1) and sixty (60) days in the case of the event referred to in (g):

b) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

c) if the Service Provider (or any of their members) become insolvent or bankrupt;

d) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

e) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

f) For the purpose of this clause:

i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

h) Service Provider and their staff if fails to strictly adhere to the Information Technology Act 2000 and its subsequent amendments at all times

**2) By the Service Provider**

a) The Service Provider may terminate this Contract, by not less than ninety (90) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iii) of this Clause 2.2.7 (2):

i) if the Client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue;

ii) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider’ notice specifying such breach;

iii) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**3) Cessation of Rights and Obligations**

a) Upon termination of this Contract pursuant to Clause GCC 2.2.7, or upon expiration of this Contract pursuant to Clause GCC 2.2.3, all rights and obligations of the Parties hereunder shall cease, except:

i) such rights and obligations as may have accrued on the date of termination or expiration;

ii) the obligation of confidentiality set forth in Clause GCC 2.3.3 hereof;

iii) any right which a Party may have under the Applicable Law.

**4) Cessation of Services**

a) Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.2.7 (1) or GCC 2.2.7 (2) hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GCC 2.3.7 and GCC 2.3.8.

**5) Payment upon Termination**

a) Upon termination of this Contract pursuant to Clauses 2.2.7 (1) or 2.2.7 (2), the Client shall make the following payments to the Service Provider:

i) Payment for Services satisfactorily performed prior to the effective date of termination;

ii) except in the case of termination pursuant to paragraphs (b) and (c) of Clause 2.2.7 (1), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

## 2.3. Obligations of the Service Provider

### 2.3.1. General

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Service Provider or third parties.

**1) Conflict of Interest:- Service Provider Not to Benefit from Commissions, Discounts, etc.**

a) The remuneration of the Service Provider pursuant to Clause 2.6 shall constitute the Service Provider' sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this

Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Cleaning staffs, any Sub-Service Provider, and agents of either of them, similarly shall not receive any such additional remuneration.

**2) Procurement Rules of Funding Agencies**

a) Deleted.

**3) Service Provider and Affiliates Not to engage in certain Activities**

a) The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and their affiliates, be disqualified from providing servicesfor any project resulting from or closely related to the Services.

**4) Prohibition of Conflicting Activities**

a) Neither the Service Providernor the cleaning staffs shall engage, either directly or indirectly, in any of the following activities:

i) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

ii) after the termination of this Contract, such other activities as may be specified in this RFP.

### 2.3.2. Confidentiality

The Service Provider, and the cleaning staffs of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

### 2.3.3. Insurance to Be Taken Out by the Service Provider

It shall be the responsibility of the Service Provider to obtain necessary and required insurance(s) to all their staff posted at the Clients locations.

### 2.3.4. Service Provider’ Actions Requiring Client’s Prior Approval

1) The Service Provider shall obtain the Client’s prior approval in writing before taking any of the following actions:

a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Service Provider and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Service Provider shall remain fully liable for the

performance of the Services by the Sub-Service Provider and its staff pursuant to this Contract;

#### 2.3.5. Reporting Obligations

Deleted.

#### 2.3.6. Documents Prepared by the Service Provider to be the Property of the Client

The Service provider shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client. All Intellectual Property Rights (IPR) of the data, information, etc. created, generated, written, prepared, etc. shall be the sole property of the Client.

#### 2.3.7. Equipment and Materials Furnished by the Client

Equipment, and other materials made available to the service provider by the Client or purchased by the service provider with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the service provider shall make available to the Client an inventory of such equipment and materials. While in possession of such equipment, and other materials, the Service provider, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value. The service provider should maintain all the equipment and other materials handed over during the agreement in his own expense.

### 2.4. Service Provider' Personnel

#### 2.4.1. Description of personnel

As defined at 3.3.2,

#### 2.4.2. Removal and/or Replacement of personnel

1) Except as the Client may otherwise agree, no changes shall be made in the Staff. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key staff, the Service Provider shall forthwith provide as a replacement a person of equivalent or better.
2) If the Client finds that any of the staff have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the staff, then the Service Provider shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
3) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of staff

4) In case the staffs of service provider want to resign during the contract period, the staff shall provide a notice period of 90 days to the Client or the notice period approved by client on a case-to-case basis.

5) In case the Client wants to replace any staff, the Service Provider shall replace the staff within 30 days or as per the time period specified by the Client on a case-to-case basis.

## 2.5. Obligations of the Client

### 2.5.1. Assistance and Exemptions

a) Unless otherwise specified, the Client shall use its best efforts to ensure that the appropriate for the prompt and effective implementation of the Services;

### 2.5.2. Services and Facilities

Services as per TOR.

## 2.6. Payments to the Service Provider

### 2.6.1. Lump Sum Remuneration

The Salary to the staff should be paid as per the Labour department government of Karnataka.

### 2.6.2. Contract Price

The Contract price will be salary as per the Labour department government of Karnataka and the service charges quoted by the successful bidder.

### 2.6.3. Payment for Additional Services

Nil.

### 2.6.4. Terms and Conditions of Payment

a) Receipt of payment of P.F, ESI as applicable.

b) Attendance extract.

c) Payment receipt details transferred through NEFT/RTGS to the account of concerned Cleaning staffs.

d) The bills of every month should be submitted along with the amount paid through RTGS to staff with the copy of RTGS, ECR challans of ESI/PF paid for the month(should submit Pehchan card of ESIC along with ECR challan for the first bill), Form Q along with the first bill, Form T along with every bill.

e) The Service Provider shall pay the personnel at the rates as may be notified by the Employer from time to time. This amount would be paid to the personnel by RTGS only after deducting the employee’s contribution of PF, ESI as prescribed by the Government from time to time. The payment to the personnel should be made within 5th day of the next month for which the payment is due without waiting for the payment of his invoice to the Employer.

f) The Service Provider shall comply with all the requirements of the various applicable law, Acts and Rules and shall obtain required licenses, permissions, and maintain all the registers and documents as required by law and also submit periodical returns as required to the appropriate Authorities with a copy to the Employer for record. It is also his responsibility to ensure compliance of any requirement as may be prescribed by the Employer. The Service Provider shall be solely responsible for any damages, fines or other action due to failure or lapses of any of the personnel deployed by the service provider.

g) The Service Provider shall deposit the Employer's contribution of PF and ESI as prescribed by the Government from time to time in the accounts of the personnel through nationalized banks to the appropriate authorities within statutorily prescribed period without waiting for the payment of his invoice to the Employer.

h) Bills should be submitted by 5th of every month through concerned officer.

i) The authorized officer will forward the bill to the ACF.

j) Payment will be made to the bidder after deducting taxes as payable under Applicable law and after taking into account any deduction/ fine / penalties imposed by Bruhat Bangalore Mahanagar Palike.

k) In case of dispute, the undisputed amount will be paid and the disputed amount will be verified and if found in order shall be paid along with the bills for the following month if not, the same be disallowed.

l) Penalties:

| Sl. No. | Item | Penalty |
|---|---|---|
| 1 | Not Deputing Cleaning staffs in time. | 0.5 % of monthly fee payable |
| 2 | Non-disbursement of salary to the staff before 5th of the month due; | penalty of 2% of the particular bill amount submitted for payment. |
| 3 | starting the services | 5% per day to a maximum of 10% of contract value including tax if the service provider not starting the services within 15 days from the date of work order. |

m) In case if there is any dispute regarding the payment for any month the decision of the Chief Commissioner BBMP will be final.

### 2.6.5. Interest on Delayed Payments

Nil.

## 2.7. Settlement of Disputes

### 2.7.1. Amicable Settlement

Save where expressly stated to the contrary in this agreement, any dispute, difference or controversy of whatever nature between the parties, how so ever arising under, out of or in relation to this agreement, shall in the first instance be attempted to be resolved amicably by meetings between the parties.

### 2.7.2. Place of Jurisdiction

All the matter pertaining to court will be at Bangalore Jurisdiction only.

### 2.7.3. Arbitrations:

1) Any dispute which is not resolved amicably shall be finally settled by binding Arbitration, with the Chief Commissioner, BBMP serving as the sole Arbitrator. The place of Arbitration shall ordinarily be the Chief Commissioner's Office. The parties agree the decision or award resulting from such Arbitration shall be final and binding upon the parties.

Pending the submission of and / or decision on a dispute, the parties shall continue to perform their respective obligations under this agreement without prejudice to a final adjustment in accordance with such Arbitration award.

## 2.8. Performance Security

a) Within 15 days of Notification of Award, the successful bidder shall furnish Performance Security to the Purchaser shall be for the 3% of the total estimated amount, valid upto 60 days after the date of completion of performance obligations under this contract.

b) The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

i. A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or

ii. A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser.; or

iii. Specified small savings instruments pledged to the Purchaser.

c) Discharge of the performance Security shall take place not later than 90 days following the date of completion of the Service Provider's performance obligations under the contract.

d) In the event of any contractual amendment, the Service Provider shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering

the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations.

## 2.9. Risk Clause

The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement. BBMP reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderers at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by BBMP from the Contractor Security Deposit or by raising a separate claim.

a. All necessary reports and other information will be handed over to BBMP on a mutually agreed basis and regular meetings will be held with the BBMP_____

b. Service provider and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the BBMP and shall not knowingly lend to any person or company any of the effects or assets of the BBMP under its control.

c. In the event of loss/damage of equipment etc. at the premises of the BBMP due to negligence/carelessness of service provider staff, if established after a joint enquiry, then the service provider shall compensate the loss to the institution.

d. The service provider or its representative/s shall meet BBBMP representative/s regularly to take feedback regarding the services. The service provider will also maintain a suggestion book for comments on the services rendered by it.

e. The service provider shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the premises and shall indemnify BBMP for any loss or damage caused by any act of the service provider or its employees or staff etc.

f. The service provider shall not assign or sublet this Agreement or any part thereof to any third party without the approval of BBMP

g. Training on behavior aspects and ethics must be done regularly. BBMP ways of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.

f. Licenses if any required for services at the site will be procured by the service provider.

g. Any loss caused to the life and property due to negligence or dereliction of duty of the engaged service provider is to be indemnified by the service provider upto the entire satisfaction of the concerned office.

h. The service provider should have insurance facility of the 110% of contract value including tax.

## Details of the existing contracts

| | Name and Address of the organization, Name, Designation and Telephone / Fax No. of the officer concerned | Details regarding the contract | Value of Contract (Rs.) | Duration of Contract | |
|---|---|---|---|---|---|
| | | | | **From** DD/MM/YY | **To** DD/MM/YY |
| A | | | | | |
| B | | | | | |
| C | | | | | |
| | Additional information, if Any | | | | |

The above format may be used to provide requisite details.

| | |
|---|---|
| Authorized Signature: | |
| Name: | |
| Title: | |
| Company Seal: | |

## Checklist for Documents to be submitted

*[IMPORTANT NOTICE: The following checklist of documents should be submitted by the bidder in this bid. The following list is only an illustrative list and not the complete list of documents. Bidders may please note that, in case one or more documents as required in the tender document are not submitted in the bid, as per the format mentioned in the RFP document and in clear & readable format, before the RFP due date and time, then the bid submitted by the bidder shall be liable for outright rejection. The Client shall not accept any document which have not been uploaded before the RFP due date and time. Therefore, the bidders are requested to read the RFP document carefully and submit/upload the complete list of documents as required in the RFP document.]*

| **Sl.** | **Checklist of Documents** | |
|---|---|---|
| 1. | Earnest Money Deposit (EMD) Rs. **191100** | |
| 2. | GST registration certificate. | |
| 3. | EPF registration certificate. | |
| 4. | ESI registration certificate. | |
| 5. | ISO Certificate | |
| 6. | Trade License | |
| 7. | Professional Tax Certificate | |
| 8. | Welfare Registrationof the three financial years, i.e., 2021-22, 2022-23 & 2023-24 | |
| 9. | GST returns, ESI, EPF paid challans with ECR Nos of 43 staff for one year 2021-22, 2022-23 & 2023-24 | |
| 10. | Salary paid details of 43cleaning staff List (Account statement) for one year 2021-22, 2022-23 & 2023-24 | |
| 11. | Labour Department registration certificate. | |
| 12. | Private Security Agencies (Regulation) Act (PSARA) license registration certificate. | |
| 13. | Annual Turnover statement of three years 2020-21, 2021-22& 2022-23. certified by Chartered Accountant, bidder should meet one time the estimated value i.e., Rs. **9554048** | |
| 14. | Audited Balance Sheet 2021-22, 2022-23& 2023-24 | |
| 15. | Audited Profit & Loss Statement 2021-22, 2022-23 & 2023-24 | |
| 16. | Affidavit as per format enclosed. | |
| 17. | Previous work Orders for providing 43 cleaning staff of the three financial years, i.e., 2021-22, 2022-23 & 2023-24 | |

| Sl. | Checklist of Documents | |
|---|---|---|
| 18. | Satisfactory Performance Certificate / Letter for providing 43 cleaning staff in any of the three financial years, i.e., 2021-22, 2022-23 & 2023-24 | |
| 19. | If both counted 2% service charges to tender preference will given to the tender whose has satisfactorily provided cleaning staffs to Schools and colleges or any educational institution. | |
| 20. | Technical Proposal Submission Form | |
| 21. | Details of Service Provider | |
| 22. | Banker’s Certificate 30% of tender Amount | |
| 23. | TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE | |
| 24. | Original/notarized documents to be submitted for verification, verification date will be intimated. | |